



## Workers Compensation And Employers Liability Insurance

**Insured Name**

Clear Hearing Solutions LLC  
435 BALTIMORE PIKE  
SPRINGFIELD, PA 19064

**Producer Information**

INSURANCE AGENCY MANAGEMENT INC  
230 HIGH ST  
BURLINGTON, NJ 08016-4410

**Policy Number**

WC 6 24961682

**Producer Processing Code**

300-084870

**Policy Period**

09/18/2019 to 09/18/2020

**CNA Branch**

PHILADELPHIA  
Three Radnor Corporate Center, 100 Matsonford Road  
Suite 200  
Radnor, PA 19087

**Renewal****Thank you for choosing CNA!**

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

**Claim Services**

- To report a loss go to [www.FNOLCNA.com](http://www.FNOLCNA.com) or send an email to [ReportClaim@FNOLCNA.com](mailto:ReportClaim@FNOLCNA.com), or call 833-FNOL-CNA (833-366-5262)
- To find a network provider or for a PPO panel request, go to [www.FNOLCNA.com](http://www.FNOLCNA.com)
- To request loss runs send an email to [fsrmail@cnacentral.com](mailto:fsrmail@cnacentral.com)
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

**State Required Posting Notices**

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.



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## Workers Compensation And Employers Liability Insurance Policyholder Notice

### IMPORTANT INFORMATION - CNA INSURANCE PREMIUM AUDIT

An accurate audit benefits you and your business

#### **What is it and why do you need it?**

**A premium audit** determines the actual insurance exposures for the coverages you have based on an examination of your operation, records and books of account.

At issuance, your premium is estimated based on your business circumstances and information provided at that time. An audit **verifies the correct exposure of premium base** for your insurance coverage by checking actual figures. After your audit, an adjustment will be made to the premium that was estimated when your policy was issued.

An audit is necessary **after the expiration of a policy with a variable premium base**. Some types of coverage subject to audit are:

- Workers' Compensation
- Premises Operations Liability
- Automobile Liability
- Liquor Liability
- Product Recall and Replacement
- General Liability
- Products Completed Operations
- Garage Liability
- Funeral Directors Liability
- Printer's E&O Correction of Work

#### **Payroll Records Checklist**

This list provides a good indication of materials your auditor will need.

- Journals
- Tax Reports
- Vehicle Titles
- Cash Disbursements
- Ledgers
- Individual Earnings Cards
- Registrations or Ownership Tax Reports

You can also expect your auditor to observe your business operations and ask questions about your records.

#### **Keeping good records may save you time and money**

If you are eligible for allowable credits based on insurance manual classification and rating rules, you need to provide the necessary records and detail to take advantage of the credits.

Payroll (remuneration for services performed by an employee) is the basis for many of your insurance premiums. Remuneration can include money or substitutes such as:

- Bonuses
- Wages or commissions
- Profit sharing plans
- Overtime
- Statutory payments
- Other substitutes for cash
- Vacation, holiday or sick pay
- Payments for piece work
- Value of board, lodging
- Tool allowance
- Store certificates



## Workers Compensation And Employers Liability Insurance Policyholder Notice

### Scheduling the Audit

As the time for your audit approaches, a staff auditor from CNA or one of our authorized vendors will contact you to schedule the audit. Our current vendors are: Information Providers Inc. (IPI); and U.S. Insurance Services (USI).

### Payroll Records Guidelines

**Overtime** – show overtime pay in excess of straight time pay separately by employee and in summary by classification of work by state.\*

**Division of Payroll** – Individual employee's payroll must show the number of hours and amount of payroll for each type of work **or** the full salary must be charged to the employee's highest rated classification. Division is not available for outside sales persons (8742), auto salesperson (8748), clerical (8810), clerical telecommuter (8871) and drivers (7380).

**Subcontractors** – CNA requires all subcontractors hired by you to carry Workers Compensation insurance, and to carry General Liability and/or Umbrella Liability limits of at least \$1,000,000 on an occurrence based policy. Prior to allowing a subcontractor to work for you, you should obtain a Certificate of Insurance from the subcontractor evidencing Workers Compensation insurance and these GL and/or Umbrella minimum limits. At final audit, we will examine the Certificates of Insurance for all work subcontracted during the policy term. Any subcontracted work for which we are not provided a Certificate of Issuance demonstrating Workers Compensation insurance or which demonstrates subcontracted work was insured with liability limits less than \$1,000,000., will be converted to ratable payroll on your applicable policies, resulting in additional premium charges owed by you. To prevent such additional premium charges and to reduce the risk of your Workers Compensation and/or General Liability coverages being tapped to cover claims that arise from work performed by your subcontractors, you must obtain certificates of Insurance evidencing Workers Compensation insurance and \$1,000,000 liability limits from all of your subcontractors.

**Prevailing Wage** – In PA, DE, NJ and CA, contact your CNA premium auditor for details concerning cash payments in lieu of prevailing fringe benefits and the records required.

**You can reach the Premium Audit Department by calling:**

**EAST** CT, DE, DC, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV

CNA Premium Audit Department

1 Meridian Blvd

Wyomissing, PA 19610

Phone: 800-847-2736

Fax: 610-208-6571

**ALL OTHER** CNA Premium Audit Department

500 Colonial Center Parkway

Lake Mary, FL 32746

Phone: 800-847-2736

Fax: 407-919-3610

\*PA, DE, NV and UT do not allow overtime credit for Workers' Comp coverage. Overtime credit is allowed in all states for General Liability coverages.

One or more of the CNA companies provide the products and/or services described. This information is intended to present a general overview for illustrative purposes only. It is not intended to constitute a binding contract. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright 2014 CNA. All rights reserved. PREM AUDIT FLR 052014



**Workers Compensation And Employers Liability Insurance  
Policyholder Notice**

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is Refer to the Schedule of Operations, and does not include any charges for the portion of losses covered by the United States government under the Act.

Insured Name: Clear Hearing Solutions LLC

Underwriting Company: Valley Forge Insurance Company



## Workers Compensation And Employers Liability Insurance Policyholder Notice

### PRIVACY POLICY NOTICE

#### Why We Collect Information

We collect information about you or your employees that is necessary to adjust claims made under a CNA insurance policy.

#### The Type of Information We Collect

Information we receive may include claimant name, address, telephone number, Social Security Number, date of birth, medical treatment records, including information about previous claims or accidents, information about the circumstances of the accident or injury, and the names of witnesses and other contact information.

#### How We Use the Information

The information we collect is used to administer and process claims, account administration, fraud prevention, and as otherwise required or permitted by federal or state law.

We may share information as required or allowed by law, with:

- Medical providers
- Insurance or workers' compensation regulatory authorities
- Law enforcement
- To others, as permitted by law

#### How We Protect Information

Protecting your non-public personal information is important to us. We do not share your non-public personal information with anyone unless you agree or, as we are required or allowed by law. We regularly review our security measures and employee education programs to help protect your information, including physical security of our files.

#### Whom To Contact Regarding Privacy Matters

Please include your name and policy or claim number in any correspondence to us.

CNA Compliance  
151 N. Franklin St.  
Chicago, IL 60606

#### \*THIS NOTICE IS PROVIDED ON BEHALF OF THE FOLLOWING CNA COMPANIES:

American Casualty Company of Reading, PA  
Continental Casualty Company  
The Continental Insurance Company  
Transportation Insurance Company

The Continental Insurance Company of New Jersey  
National Fire Insurance Company of Hartford  
Valley Forge Insurance Company



## Workers Compensation And Employers Liability Insurance Information Page

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

#### Policy Information

Coverage Provided By	Policy Number
Valley Forge Insurance Company a Stock Insurance Company 151 N Franklin St Chicago, IL 60606	<b>Policy Number:</b> WC 6 24961682 <b>Renewal of:</b> WC 6 24961682
<b>NCCI Carrier Code:</b> 15032	

#### Item 1 Named Insured and Mailing Address

#### Producer Information

Clear Hearing Solutions LLC  
435 BALTIMORE PIKE  
SPRINGFIELD, PA 19064

INSURANCE AGENCY MANAGEMENT INC  
230 HIGH ST  
BURLINGTON, NJ 08016-4410

**Type of Entity:** Limited Liability Company  
**FEIN Number:** 82-2029585

**Producer Processing Code:** 300-084870

**If there are other Named Insureds:** See Name and Address Schedule attached.

**If there are other work places not shown above:** See Name and Address Schedule attached.

#### Item 2 Policy Period

09/18/2019 to 09/18/2020 at 12:01 a.m. Standard Time at the **Named Insured's** mailing address shown above.

**Anniversary Rating Date:** NONE

#### Item 3 A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here:

**States:** MD, NC

#### Item 3 B. Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily Injury by Accident</b>	\$500,000	each accident
<b>Bodily Injury by Disease</b>	\$500,000	policy limit
<b>Bodily Injury by Disease</b>	\$500,000	each employee

WC000001

Form No: P-33398-E (06-1987)  
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Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

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## Workers Compensation And Employers Liability Insurance

### Information Page

#### Item 3 C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

**States:** All states except ND, OH, WA, WY and states designated in Item 3A of the Information Page

#### Item 3 D. This policy includes these endorsements and schedules:

Schedule of Operations, Endorsement Schedule, Named Insured Schedule, Name and Address Schedule and Payment Plan Schedule

#### Item 4 Estimated Annual Premium

The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans.

All information required below is subject to verification and change by audit.

**Adjustment of Premium shall be made:** At Policy Expiration

**Classification of Operations:** See Schedule of Operations Attached

	<b>Estimated Annual Premium</b>	\$1,671
	<b>Premium Discount</b>	\$0
	<b>Expense Constant</b>	\$250
	<b>Terrorism Premium</b>	\$141
	<b>Catastrophe (O/T Cert Acts of Terror)</b>	\$75
<b>Minimum Premium</b>		\$321
	<b>Total Estimated Annual Premium</b>	\$2,137
	<b>Total Estimated Cost</b>	\$2,137.00
<b>Deposit Premium</b>		\$2,137

**Account Number:** 3034804574

Countersigned:

**Date of Issuance:** 07/25/2019

Date: \_\_\_\_\_

**Policy Issuance Office:** PHILADELPHIA

By: \_\_\_\_\_

Authorized Agent

  
Chairman of the Board

  
Secretary

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Form No: P-33398-E (06-1987)

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## Workers Compensation And Employers Liability Insurance

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### Schedule of Operations

Class Code	Classification of Operations	Estimated Total Annual Remun	Rate per \$100 Remun	Estimated Annual Premium
<b>State - Maryland</b>				
	Location 001			
8013	Store--Hearing Aid	65,000	0.33	\$215
	Subtotal for Location # 001			\$215
	Location 002			
8013	Store--Hearing Aid	60,000	0.33	\$198
	Subtotal for Location # 002			\$198
	Location 003			
8013	Store--Hearing Aid	60,000	0.33	\$198
	Subtotal for Location # 003			\$198
9807	Employers Liability Increased Limits		0.0080	\$5
9848	Employers Liability Increased Limits - Balance To Minimum Premium			\$61
9887	Schedule Modification Adjustment Credit		0.9000	(\$68)
	Total Estimated Standard Premium			\$609
9740	Terrorism Premium	185,000	0.0630	\$117
9741	Catastrophe (O/T Cert Acts Of Terror)	185,000	0.0160	\$30
	Total Estimated Premium			\$756
	Total Estimated Cost			\$756

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**Workers Compensation And Employers Liability Insurance**  
**Information Page**

**Schedule of Operations**

<b>Class Code</b>	<b>Classification of Operations</b>	<b>Estimated Total Annual Remun</b>	<b>Rate per \$100 Remun</b>	<b>Estimated Annual Premium</b>
<b>State - North Carolina</b>				
	Location 004			
8013	Store--Hearing Aid	90,000	0.39	\$351
	Subtotal for Location # 004			\$351
	Location 005			
8013	Store--Hearing Aid	90,000	0.39	\$351
	Subtotal for Location # 005			\$351
	Location 006			
8013	Store--Hearing Aid	65,000	0.39	\$254
	Subtotal for Location # 006			\$254
	Location 007			
8013	Store--Hearing Aid	55,000	0.39	\$215
	Subtotal for Location # 007			\$215
9807	Employers Liability Increased Limits		0.0080	\$9
9887	Schedule Modification Adjustment Credit		0.9000	(\$118)
	Total Estimated Standard Premium			\$1,062
0900	Expense Constant			\$250
9740	Terrorism Premium	300,000	0.0080	\$24
9741	Catastrophe (O/T Cert Acts Of Terror)	300,000	0.0150	\$45
	Total Estimated Premium			\$1,381
	Total Estimated Cost			\$1,381

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**Workers Compensation And Employers Liability Insurance**  
**Information Page**

**Schedule of Operations**

<b>Policy Totals</b>	<b>Estimated Annual Premium</b>
Estimated Class Premium	\$1,782
Estimated Standard Premium	\$1,671
Expense Constant	\$250
Expense Constant State	North Carolina
Terrorism Premium	\$141
Catastrophe Premium	\$75
Estimated Annual Premium	\$2,137
Estimated Cost	\$2,137

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**Workers Compensation And Employers Liability Insurance**  
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**Endorsement Schedule**

<b>Number</b>	<b>Edition Date</b>	<b>Endorsement Title</b>	<b>Endorsement Number</b>
WC 00 00 00 C	01-2015	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	
G-35224-B	03-1984	INCREASED LIMIT OF LIABILITY ENDORSEMENT	1
WC 00 04 14 A	01-2019	90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	2
WC 00 04 19	01-2001	PREMIUM DUE DATE ENDORSEMENT	3
WC 00 04 21 D	01-2015	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT	4
WC 00 04 22 B	01-2015	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT	5
WC 00 04 24	01-2017	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT	6
WC 19 04 02 A	10-2017	MARYLAND ALCOHOL AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT	7
WC 19 06 01 G	10-2017	MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT	8
WC 19 06 02	01-2014	MARYLAND NOTIFICATION OF 45-DAY UNDERWRITING PERIOD ENDORSEMENT	9
WC 32 03 01 D	07-2018	NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT	10

**PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY**

<b>Number</b>	<b>Edition Date</b>	<b>Form Title</b>
G-140370-E	05-2019	PRIVACY POLICY NOTICE
CC81865A	01-2015	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
CC031605A	12-2014	CNA INSURANCE PREMIUM AUDIT

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**Workers Compensation And Employers Liability Insurance  
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**Named Insured Schedule**

<b>Named Insured</b>	<b>Type of Entity</b>	<b>FEIN</b>	<b>State ID</b>
Clear Hearing Solutions LLC	Limited Liability Company	82-2029585	
Clear Hearing Solutions II LLC DBA Miracle Ear	Limited Liability Company	82-3558263	
Clear Hearing Solutions III LLC DBA Miracle Ear	Limited Liability Company	82-5401037	
Clear Hearing Solutions IV LLC DBA Miracle Ear	Limited Liability Company	82-5401289	

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**Workers Compensation And Employers Liability Insurance**  
**Information Page**

**Name and Address Schedule**

<b>Location</b>	<b>Entity</b>	<b>Entity Name and Address</b>
1	001	Clear Hearing Solutions LLC 12420 FAIRWAY PKWY STE 103 BOWIE, MD 20720
2	002	Clear Hearing Solutions II LLC 404 KING FARM BLVD STE 140 Rockville, MD 20850
3	002	Clear Hearing Solutions II LLC 11621 NEBEL ST STE A Rockville, MD 20852
4	003	Clear Hearing Solutions III LLC 959 EAST ST Pittsboro, NC 27312
5	003	Clear Hearing Solutions III LLC 3405 HILLSBOROUGH RD Durham, NC 27705
6	004	Clear Hearing Solutions IV LLC 1733A NC HIGHWAY 5 Aberdeen, NC 28315
7	004	Clear Hearing Solutions IV LLC 211 OWEN DR Fayetteville, NC 28304

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**Workers Compensation And Employers Liability Insurance**  
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**PAYMENT PLAN SCHEDULE**

**PAYMENT PLAN SCHEDULE**

**THE BILLING FOR THIS POLICY WILL BE FORWARDED TO YOU DIRECTLY FROM CNA.**

**THIS PREMIUM WILL BE INVOICED BY CNA ON A SEPARATE STATEMENT ACCORDING TO THE PAYMENT OPTION YOU SELECT.**

The premium amount for this transaction is:

\$2,137.00

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Form No: P-33398-E (06-1987)  
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## Workers Compensation And Employers Liability Insurance Policy

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

### GENERAL SECTION

#### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

#### B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

#### C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

#### D. State

State means any state of the United States of America, and the District of Columbia.

#### E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

### PART ONE

### WORKERS COMPENSATION INSURANCE

#### A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease.

Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

#### C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

#### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

#### E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the



## Workers Compensation And Employers Liability Insurance Policy

shares of all remaining insurance will be equal until the loss is paid.

### F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

### G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

### H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO

### EMPLOYERS LIABILITY INSURANCE

#### A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:



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1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies,

- acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue



## Workers Compensation And Employers Liability Insurance

Policy

defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

### G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all

damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

### H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

### I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

## PART THREE

### OTHER STATES INSURANCE

#### A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.



# Workers Compensation And Employers Liability Insurance Policy

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

## B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

## PART FOUR

### YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE—PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual

exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:



## Workers Compensation And Employers Liability Insurance

### Policy

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

#### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

#### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium.

Insurance rate service organizations have the same rights we have under this provision.

## PART SIX—CONDITIONS

#### A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards.

Insurance rate service organizations have the same

rights we have under this provision.

#### B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

#### C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

#### D. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

#### E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**INCREASED LIMIT OF LIABILITY ENDORSEMENT**

It is agreed that the premium for the increased Limit of Liability Under Part Two-Employers' Liability Insurance shall be determined by applying an increase percentage of 0.80% to the total premium development in all states appearing in Item 3, except as specifically stated below, at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage, subject to a minimum premium of \$75.00.

It is further agreed that, in lieu of the increase percentage and minimum premium shown above, the total premium developed at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage for the following states shall be subject to the designated increase percentage and minimum premium for determining the premium for increasing the Limit of Liability.

STATE	INCREASE PERCENTAGE	MINIMUM PREMIUM
-------	---------------------	-----------------

**TOTAL MINIMUM PREMIUM TO BE CHARGED ON THIS ENDORSEMENT INCLUDED**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-35224-B (03-1984)

Endorsement Effective Date:

Endorsement No: 1; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 22 of 36



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 04 14 A (01-2019)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 23 of 36



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium

Insurance Company

Countersigned by \_\_\_\_\_

Form No: WC 00 04 19 (01-2001)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Endorsement No: 3; Page: 1 of 1

Policy Page: 24 of 36

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



## Workers Compensation And Employers Liability Insurance Policy Endorsement

### CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (other than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

#### Schedule

State	Rate	Premium
Refer to the Schedule of Operations		

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 04 21 D (01-2015)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 25 of 36



## Workers Compensation And Employers Liability Insurance Policy Endorsement

### TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

#### **Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act .If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

**"Act"** means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

**"Act of Terrorism"** means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**"Insured Loss"** means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

**"Insurer Deductible"** means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

#### **Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Form No: WC 00 04 22 B (01-2015)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Endorsement No: 5; Page: 1 of 2

Policy Page: 26 of 36

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

State	Rate	Premium
Refer to the Schedule of Operations		

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 04 22 B (01-2015)

Endorsement Effective Date:

Endorsement No: 5; Page: 2 of 2

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 27 of 36



## Workers Compensation And Employers Liability Insurance Policy Endorsement

### AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five-Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

SCHEDULE		
State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
MD	Estimated Annual Premium	2
NC	Estimated Annual Premium	3

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 04 24 (01-2017)

Endorsement Effective Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

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## Workers Compensation And Employers Liability Insurance Policy Endorsement

### MARYLAND ALCOHOL AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT

This endorsement provides notice that the premium for your policy may be affected by the Maryland Alcohol- and Drug-Free Workplace Premium Credit.

You may qualify for a premium credit if you have established and maintain an alcohol- and drug-free workplace policy that includes one or more of the qualifying programs included in section 11-329 of Maryland Code, Insurance.

You may request a premium credit by submitting a written statement to us certifying that you have established and maintain an alcohol- and drug-free workplace policy that includes one or more of the qualifying programs in accordance with Section 11-329 of Maryland Code, Insurance and our filed and approved rating program rules.

We have the right to require additional information to verify that you have established and maintain a qualifying program.

Your certification is required for each policy year that you receive the premium credit.

Your policy is subject to additional premium, for reimbursement of premium credit, and cancellation provisions of the policy if we determine that you misrepresented your compliance with the program rules.

Minimum premium policies are not eligible for this premium credit. The premium credit must not be used to reduce the premium below the minimum premium.

#### **Schedule**

#### **Premium Credit**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 19 04 02 A (10-2017)

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 29 of 36



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement applies because Maryland is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

**D. Cancellation and Nonrenewal**

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel or nonrenew this policy as follows:
  - a. If the policy is cancelled for nonpayment of premium, we will file with the Maryland Workers Compensation Commission's designee, and serve you by certificate of mailing, not less than 10 days' advance written notice stating when the cancellation will take effect.
  - b. If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service to you, not less than 45 days' advance written notice stating when the cancellation or nonrenewal will take effect.

Mailing this notice by certified mail to you at your mailing address last known to us creates a presumption of actual delivery of notice. You may be able to rebut this presumption by providing evidence that the notice was not delivered.

3. The effective dates of the cancellation or nonrenewal are determined as follows:
  - a. Except for cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 45 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
  - b. For cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
4. The provisions in D-2 and D-3 do not apply to the cancellation of a policy or binder during the 45-day underwriting period in accordance with Section 12-106 of Maryland Code, Insurance. Refer to Section 12-106 of Maryland Code, Insurance for the cancellation provisions that apply during the 45-day underwriting period.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 19 06 01 G (10-2017)

Endorsement Effective Date:

Endorsement No: 8; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

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## Workers Compensation And Employers Liability Insurance Policy Endorsement

### MARYLAND NOTIFICATION OF 45-DAY UNDERWRITING PERIOD ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Maryland is shown in Item 3.A. of the Information Page.

1. Your policy is subject to a 45-day underwriting period beginning on the effective date of coverage. In accordance with Md. Code Ann. Ins. §12-106, if we discover a material risk factor during the underwriting period, we may:

- a. Cancel this policy during the underwriting period if you do not meet our underwriting standards; or
- b. Recalculate your premium from the effective date of the policy if you meet our underwriting standards.

A material risk factor means a risk factor that:

- Was incorrectly recorded or not disclosed by the insured in an application for insurance;
- Was in existence on the date of the application; and
- Modifies estimated annual premium charged on the policy in accordance with the rates and supplementary rating information filed by the carrier

A material risk factor does not include:

- Information that constitutes a material misrepresentation; or
- A change initiated by an insured, including any request by the insured that results in a change in coverage, change in deductible or other change to a policy.

2. If we recalculate your premium because we discovered a material risk factor during the underwriting period, we will provide to you, by certificate of mailing or by delivery of electronic means in accordance with Md. Code Ann. Ins. §27-601.2, written notice of the following information by no later than the end of the underwriting period:

- a. The amount of the recalculated premium;
- b. The reason for the increase or reduction in the premium; and
- c. Your right to cancel this policy and receive a pro rata refund of any premium paid by notifying us of the cancellation.

3. If you cancel this policy following receipt of a notice of recalculated premium, you will receive a pro rata refund of any premium paid, regardless of whether your policy is a retrospectively rated policy.

4. Nothing in this endorsement prohibits us from conducting an audit in accordance with the provisions of your policy or charging and collecting the final premium based on the results of the audit.

5. This endorsement does not apply if your policy is a renewal policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 19 06 02 (01-2014)

Endorsement Effective Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 31 of 36



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by this Condition:

**D. Cancellation and Nonrenewal**

1. You may cancel this policy.

If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

(a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.

(b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

- (1) Nonpayment of premium in accordance with the policy terms.
- (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.
- (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.
- (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.
- (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.
- (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
- (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
- (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.
- (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.
- (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

Form No: WC 32 03 01 D (07-2018)

Endorsement Effective Date:

Endorsement No: 10; Page: 1 of 3

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 32 of 36



## Workers Compensation And Employers Liability Insurance Policy Endorsement

- (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We may provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Notice of intent to cancel given by registered or certified mail shall be conclusively presumed completed three days after the notice is sent if, on the same day that notice is sent by registered or certified mail, the insurer also provides notice by first-class mail and by electronic means if available as defined in G.S. 58-2-255(a) to the insured and any other person designated in the policy to receive notice. Any such supplemental notice given by electronic means shall be effective for the limited purpose of establishing this conclusive presumption. Notice of cancellation may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.
- (d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.
3. We may refuse to renew this policy:
- (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
  - (b) If this policy is for a term of more than one year or for an indefinite term, then to nonrenew the policy at the policy anniversary date we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
  - (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
  - (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph. Notice of nonrenewal may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.

Form No: WC 32 03 01 D (07-2018)

Endorsement Effective Date:

Endorsement No: 10; Page: 2 of 3

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

Policy Page: 33 of 36



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 32 03 01 D (07-2018)

Endorsement Effective Date:

Endorsement No: 10; Page: 3 of 3

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 24961682

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**Workers Compensation And Employers Liability Insurance  
Policy Schedule**

**POSTING NOTICE SCHEDULE**

**THE FOLLOWING POSTING NOTICES WILL BE ATTACHED TO THE POLICY**

<b>State</b>	<b>CNA Form</b>	<b>State Form</b>	<b>Form Description</b>	<b>Qty</b>
NC	WC1534P	Form 17	WORKERS' COMPENSATION NOTICE TO INJURED WORKERS AND EMPLOYERS	4
NC	WC8932D	Forma 17	WORKERS' COMPENSATION NOTICE TO INJURED WORKERS AND EMPLOYERS (SPANISH)	4

**THE FOLLOWING POSTING NOTICES WILL BE MAILED UNDER SEPARATE COVER**

<b>State</b>	<b>CNA Form</b>	<b>State Form</b>	<b>Form Description</b>	<b>Qty</b>
MD	C24	C-24	WORKERS COMPENSATION IN MARYLAND (ENGLISH/SPANISH)	3



**Workers Compensation And Employers Liability Insurance  
Policy Schedule**

**THE FOLLOWING POSTING NOTICE DATA IS INTENDED FOR CNA INTERNAL PROCESSING PURPOSES ONLY**

Tag	Field Name	Field Value
001	EMPLOYER NAME	Clear Hearing Solutions LLC
002	EMPLOYER CITY	SPRINGFIELD
003	EMPLOYER STATE	PA
004	EMPLOYER ZIP	19064
005	EMPLOYER FEIN	82-2029585
006	INSURANCE CARRIER NAME	VALLEY FORGE INSURANCE COMPANY
007	INSURANCE CARRIER BUREAU CODE	0046
008	INSURANCE CARRIER (OR TPA) NAME	VALLEY FORGE INSURANCE COMPANY
009	POLICY NUMBER	WC 6 24961682
010	POLICY EFFECTIVE DATE	09/18/2019
011	POLICY EXPIRATION DATE	09/18/2020
012	AGENT NAME	INSURANCE AGENCY MANAGEMENT IN
013	AGENT STREET ADDRESS	230 HIGH ST
014	AGENT CITY	BURLINGTON
015	AGENT STATE	NJ
016	AGENT ZIP	08016
017	AGENT PHONE	609-387-0606
018	ADJUSTING COMPANY NAME	VALLEY FORGE INSURANCE COMPANY
019	EMPLOYER STREET ADDRESS	435 BALTIMORE PIKE
020	EMPLOYER PHONE	267-987-1647

Form No: CNA82027XX (03-2015)

Policy Schedule; Page: 2 of 2

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 24961682

Policy Effective Date: 09/18/2019

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